

A. G. Contract No. LR96 0181TRN  
ADOT ECS File: JPA 96-08  
Project: STP-YYU-0(17)P/SS358 01R  
Section: Avenue 2E (Pacific Avenue)  
I-8 - US-95

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 20 JUNE, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA  
COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and farm-  
to-market roads; the replacement of bridges; the elimination of  
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been  
selected by the County and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the  
acquisition of federal funds for the use and benefit of the  
County by reason of federal law and regulations under which funds  
for the project are authorized to be expended.

NO. <u>20781</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/20/96</u>
<u>Jose Lee Hull</u> Secretary of State
By <u>Vicky Shoenewald</u>

6. The work embraced by this agreement and the estimated project costs are as follows: Acquire Right-of-Way.

Estimated Project Cost	\$ 100,000.00
Federal Aid Funds @ 94.3%	\$ 94,300.00
Yuma County Funds @ 5.7%	\$ 5,700.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the project covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to set aside County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for right-of way acquisition addressed under this agreement at 94.3% of the project cost.

4. The County will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yuma County  
Director, Development Services Department  
2703 S. Avenue B  
Yuma, AZ 85364

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By *Kathryn Prochaska*  
KATHRYN PROCHASKA,  
Chairman

By *Peter L. Eno*  
PETER L. ENO  
Contract Administrator

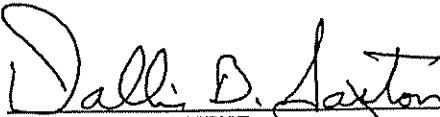
ATTEST

By *Harold Aldrich*  
HAROLD ALDRICH  
Clerk of the Board, Acting

RESOLUTION

BE IT RESOLVED on this 30th day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the acquisition of right-of-way for improvements to Avenue 2E, I-8 to US-95 in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

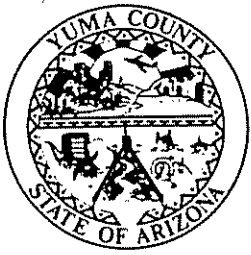
  
for LARRY S. BONINE  
Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 6 day of March, 1996.

Wm. Michael Smith  
Dep. County Attorney



Yuma County  
Yuma, Arizona

OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364  
(520) 329-2104  
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BOB McCLENDON  
DISTRICT 1

LUCY SHIPP  
DISTRICT 2

KATHRYN "CASEY" PROCHASKA  
DISTRICT 3

CLYDE CUMING  
DISTRICT 4

GARY PIERCE  
DISTRICT 5

HAROLD ALDRICH  
ACTING COUNTY ADMINISTRATOR  
CLERK OF THE BOARD

STATE OF ARIZONA)


SS.

COUNTY OF YUMA)

I, Harold Aldrich, Acting Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisor's meeting held April 1, 1996.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to enter into an Agreement between the State of Arizona and the County of Yuma covering the financing of the acquisition of right-of-way for the Avenue 2E, I8 to Hwy 95, Reconstruction Project."

In Witness Whereof I hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, The County Seat this 1st day of April, 1996.

  
\_\_\_\_\_  
Harold Aldrich  
Acting Clerk of the Board of Supervisors



TRN Main: 542-1680  
Direct: 542-8837  
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025  
TELECOPIER: 542-4085

## **INTERGOVERNMENTAL AGREEMENT** **DETERMINATION**

A.G. Contract No. KR96-0181-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of June, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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